

**Requisition # A-299350**  
**Project:** Demolition Structure in  
Bonner County

**INTENTION TO RESPOND**  
**No Fax Cover Sheet Is Required**

**FAX BACK:**

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

**FAX TO: 208-334-8824**

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Bid Closes On: 11/17/04  
2:00 P.M., MST

Please check all that apply

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Company plans to attend Bid Opening.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_

(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

IDAHO DEPARTMENT OF TRANSPORTATION

REQUEST FOR QUOTATION

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

Date: November 9, 2004

REQUISITION #: A-299350

**SEALED BIDS WILL BE RECEIVED AND OPENED AT 2:00 P.M. MST ON NOVEMBER 17, 2004** at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for the **Structure Demolition, Clean-up and Hazardous Removal and Disposal**, as directed at the designated areas in **Bonner County**, as per the specifications contained in the above requisition.

The State contractors License Board shall license bidders in the State of Idaho  
**Public Works Contractors License #** \_\_\_\_\_

Contact Rod Becker, Purchasing Agent at (208) 334-8087 for Bid Requirements and Clarification.  
**FOR BID RESULTS, PLAN HOLDERS LIST CALL (208) 334-8872.**

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

Requisition #: A-299350  
Bid Closing Date: 11/17/04  
Item Bidding: Structure Demolition in Bonner County

Mailing Address

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractors Signature/Authorized Signature: \_\_\_\_\_

\_\_\_\_\_  
Printed Signature

THIS PAGE **MUST BE SIGNED**, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID PROPOSAL DOCUMENTS.

## **INVITATION TO BID**

**ALL** sealed Bids will be received and opened on **November 17, 2004 @ 2:00 PM MST** at the Idaho Transportation Department, Supply Services Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for the **Structure Demolition, Clean-up and Hazardous Removal and Disposal**, as directed in the designated areas in **Bonner County**, as per the specifications contained in requisition number **A-299350**.

### **PUBLIC WORKS LICENSE REQUIRED**

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this **8<sup>th</sup>** day of **November**

ROD BECKER, PURCHASING AGENT  
IDAHO TRANSPORTATION DEPARTMENT

Copies of **Bid Proposals, Bid Results and Plan Holders List**, may be obtained by contacting the Idaho Transportation Department, Supply Services Section, (208) 334-8872, (3311 West State Street – Boise, ID 83703) or by contacting your local Plan Room.

REVISED 4/01

## **IMPORTANT NOTICE**

### **BIDDERS, PLEASE NOTE**

**The following documents must be returned** to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **“Request for Quotation”** (1<sup>ST</sup> Page of Bid Packet) -
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 2.) Proposal  
  
Individual, Partnership, or Corporation  
  
One of three, depending upon company structure, MUST be completed, signed and notarized
- 3.) Bidder must complete Bid Schedule
- 4.) Bidder must complete Domicile Form
- 5.) (IF REQUIRED) Subcontract form SC-1 Must be returned
- 6.) A 5% Bidders Bond or Cashier's Check
- 7.) **All Addendum's** Must be Signed and returned with your Bid Proposal  
It is the Bidders responsibility to verify if addendum(s) were issue
- 8.) **ALL BIDS** must be submitted in a sealed enveloped, with the Requisition Number, and Bid Closing Date, and Project Name, clearly marked on the outside of the envelope.

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-234B - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in their domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1)     Corporation: Domiciled where chartered.
- 2)     Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3)     Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!**

**IDAHO FEDERAL AID PROJECT NO. DHP-NH-IR-CM-F-5116 (068)**  
**US-95, SANDPOINT NORTH SOUTH (DEMOLITION) - Bonner County**

**SPECIAL PROVISIONS**

The following Special Provisions and all addenda issued, supplement or modify the 2004 State Standard Specifications, September 7, 2004 Supplemental Specifications, Civil Rights Special Provisions, FHWA-1273 Federal Aid, General Wage Decision ID20030019.

**SOURCE AND COST OF MATERIALS**

Material shall be obtained from an approved Contractor Furnished Source.

**COMPLETION TIME AND LIQUIDATED DAMAGES**

All work shall be completed within 40 Working Days from the date contract is awarded.

The amount of Liquidated Damages for failure to complete the work on time on this project will be \$500 per day.

**CONTRACTOR'S NOTES**

**CULTURAL RESOURCE PROVISIONS**

This site may contain buried cultural resources. No excavation beyond what is required to remove structures and their components will be allowed (e.g. footings, foundations, sidewalks, etc.).

Holes resulting from removal of foundations, basements, footings, etc., shall be filled with imported borrow material. Borrow material will be incidental to item S203-05A Structure Demolition and Cleanup.

**USE TAX**

**5/00**

The exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code and Regulation #09-3 of the Idaho Department of Revenue and Taxation, or contact the Idaho Department of Revenue and Taxation for guidance. (Telephone No. (208) 334-7691)

In the case of aggregates the amount of this tax will differ depending on whether the material is obtained from a State-owned material source or whether it is obtained from a State-owned stockpile. The tax will also differ depending on whether a Contractor both crushed the material and placed it on the roadway or the Contractor performs only one of these operations and hires a subcontractor to perform the other.

**EMPLOYMENT AGENCY**

**8/98**

The designated employment agency is as follows: Idaho Department of Labor, 2101 W. Pine Street, Sandpoint, ID 83864-9399, phone 208-267-5581.

**RIGHT OF WAY ACCESS**

**05/02**

Access to and from the right-of-way shall occur at existing public road connections and existing approaches only, unless otherwise shown on the plans.

**CIVIL RIGHTS SPECIAL PROVISIONS****10/99**

Attention of prospective bidders is directed to "Part III, DBE Requirements" of Civil Rights Special Provisions. The successful bidder will be required to meet the specified goals or provide well documented information to assure that good faith efforts have been pursued before award of contract is made.

On this contract, the goal for DBE participation is 0 %.

**GENERAL WAGE DECISION****03/04**

The Federal Department of Labor (DOL) has revised the General Wage Decision classification listings for the State of Idaho based on a recently completed DOL survey. Numerous classifications included in previous General Wage Decisions are no longer listed.

It is the Contractor's responsibility to identify any unlisted classifications including the applicable prevailing wage rates needed for the work. These additional classifications may be added after award only as provided in 29 CFR 5.5(a)(1)(ii).

**GENERAL WAGE DECISION****03/95**

This contract is within Zone 2.

**FHWA 1273 MODIFICATION****12/93**

Delete paragraph IV.4.c(1) from Form FHWA-1273.

**EXCESS MATERIALS SITE**

It shall be the responsibility of the Contractor to furnish a site for the disposal of excess or unsuitable materials. If bituminous material is to be disposed of, the site shall meet the requirements of the North Idaho Central Health District. All excess material sites shall be approved by the Engineer. No separate payment will be made for the acquisition or operation of the sites, nor for loading and hauling of the materials to the site.

**PROPERTY LINE FENCING**

It shall be the responsibility of the Contractor to Retain and Protect all property line fences common to properties adjacent to the removal sites. If it is necessary to remove a fence to move a structure, the fencing shall be immediately replaced following the removal of the structure. If temporary fencing is needed for animal control, it is the contractor's responsibility to install a temporary fence. Payment for this shall be included in Structure Demolition and Cleanup.

**ON PAGE 14, SUBSECTION 102.10 - DISQUALIFICATION OF BIDDERS****05/01**

Add the following:

**102.10 A - Protesting a Rejected Proposal.** Any bidder who wishes to protest the rejection of their bid proposal, or the waiver of a bid irregularity of an apparent low bid, shall submit a protest in writing to the Chief Engineer within five (5) working days of the bid opening.

**ON PAGE 16, SUBSECTION 103.04 - BOND REQUIREMENTS**

**08/00**

Delete the first sentence of the first paragraph and substitute the following:

The lowest qualified bidder shall furnish a performance bond and a payment bond, each in the amount of \$50,000.00 or of the contract amount, whichever is greater.

**ON PAGE 33, SUBSECTION 105.07 - UTILITY FACILITIES**

**4/01 Modified**

Add the following after the last paragraph:

No separate payment will be made for locating utilities.

The Contractor shall coordinate project operations, including subcontractors, to accommodate any utility operation.

**Utilities of Adjacent Property**

It shall be the responsibility of the Contractor to Retain and Protect all utilities servicing properties adjacent to the removal sites. Any damage to utilities or any utility system due to the Contractor's operation, or due to the failure to take necessary precautions, shall be repaired and paid for by the Contractor, to the satisfaction of the Engineer, the affected utility company and other applicable public agencies. There will be no separate or additional payment for such precautions and it is understood that the cost is included in the unit price amount bid for the execution of the work to be done under this contract.

**ONE CALL Utility Locate Service**

Toll free notification telephone number: for Bonner and Boundary Counties is 1-800-626-4950

**Avista Utilities (Gas and Electric)**

Lula or Mark Wallace, 100 N. Lincoln, Sandpoint, ID 83864, 1-800-824-9763, ext. 6958

Facilities located within project boundaries: Underground and overhead electrical power lines and underground gas pipelines.

**Verizon Northwest Incorporated (formerly GTE)**

George Andrews, P.O. Box 189, Sandpoint, ID 83864, 208-263-8432, or 208-263-8282

Facilities located within project boundaries: Underground and overhead telecommunication cables and fiber optic cables.

**Sandpoint City Water**

Kody VanDyk, Engineering/Utilities (Water), Sandpoint City Hall, 1123 Lake Street, Sandpoint, ID 83864; emergency or business during daytime 208-263-3407; emergency after hours 208-255-2946.

Facilities located within project boundaries: Underground pressurized water pipelines.

**Kootenai-Ponderay Sewer District**

Tim Closson, P.O. Box 562, Kootenai, ID 83840; 661-6368

Office: 5170 Whisky Jack Road, Sandpoint, ID 83864, 208-263-0229, fax 208-265-5326



### **Northland Cable (television)**

Darrel Northouse, 1305 Hwy 2 West, Suite B, Sandpoint, ID 83864, 208-263-4070

P.O. Box 1488, Sandpoint, ID 83864

Facilities located within project boundaries: Underground and overhead communication cables.

## **ON PAGE 68, SUBSECTION 108.02 - PROSECUTION OF WORK**

**12/00**

Delete Part 3. - CPM Schedule

### **S203-05A STRUCTURE DEMOLITION AND CLEANUP**

**Description.** This item consists of removing the buildings and cleaning up the sites as specified in the Lot Descriptions at the locations detailed in the Plans.

#### **S203-05A Parcel 1**

Owner - State of Idaho

Parcel ID No. 004160

Physical Address – 106 Bridge Street, Sandpoint, ID 83864

Lot Description – Removal of three structures: Building A, and Building B and an Office Building. The office is an old (Pre-1950) converted house built by the railroad and served as an office, front desk, and break room. Building A is a three story structure and contains 31 hotel rooms, a laundry space, hot tub and a sauna area and storage. Building B is located to the south of Building A and is a two-story structure located along the waterfront and contains 29 hotel rooms, two storage/utility rooms, and a large breakfast room. Buildings, or any portion thereof, cannot be burned as a method of removal.

**Materials.** All materials shall become the property of the Contractor and may be disposed of in such a manner as he may elect, subject to the conditions set forth in the following requirements.

All materials salvaged by the Contractor as above provided may be stored on the site in approved locations temporarily, but not beyond the date specified for completion of this contract.

All materials not salvaged or used as fill shall be disposed of in an approved North Idaho Central Health District or Idaho Department of Health and Welfare landfill.

**Construction Requirements.** The Contractor shall remove the buildings, demolish, remove, or dispose of the structures and clean up the sites in accordance with the requirements set forth in the following:

**1. Disposal of Wood and Other Combustible Material.** Wood and other combustible material must be hauled from the site. Contractor shall comply with all the local and State of Idaho regulations pertaining thereto. The off site location must be satisfactory to the State, the North Idaho Central Health District and before the date specified for the completion of this contract.

**2. Disposal of Non-combustible Material.** Plaster, wallboard, pipe, plumbing, railroad rails, metal fences, piping and all other similar material which is not combustible and objectionable, shall be disposed of at a Contractor furnished waste site off the limits of the project at locations satisfactory to the North Idaho Central Health District.

**3. Asbestos Removal.** Portions of the site have been identified to contain asbestos and/or asbestos containing materials. The Contractor will also ensure that a NESHAP (National Emissions Standards for Air Pollutants) certified person or persons is on-site during all structure demolition and removals. A copy of the NESHAP certificate for the person doing the inspections will be submitted to the Engineer prior to any asbestos inspection, demolition or removal work. A copy of the required notifications (demolition and/or asbestos removal) will be submitted to the Engineer at the same time they are submitted to the Environmental Protection Agency (EPA). Any revisions to any notification will also be submitted to the Engineer at the same time they are submitted to the EPA. Asbestos shall be removed in accordance with S904-05A Hazardous Material Removal and Disposal and paid under that item.

**4. General Requirements for Clearing.** It is intended that the condition of all site improvements at the time of bidding will remain unchanged to the time of the award of the contract, but the State will not assume responsibility for any changes not caused by acts of the State. All on-site improvements and all contents shall become the property of the Contractor, in the condition prevailing at the time of awarding the contract.

The Contractor shall be responsible for and take such steps as he deems necessary to protect the property included in this contract against vandalism, theft and fire.

**5. Extent of Removal.** Said removal shall include the removal and disposal of all buildings and on-site improvements; including the removal of dirt, concrete, asphalt, all boards, timbers, rubbish, litter and debris. Concrete, brick, concrete block or other masonry types of foundations, concrete or blacktop driveways, walks and slabs shall be removed unless otherwise noted on the Plans.

Retain and Protect Trees and shrubs as shown on the plans. Shrubs adjacent to the structure(s) shall be removed and disposed of. Caution will be taken by the Contractor during the grading and removal work because of water, gas and other utility lines being in the area. The area shall be leveled to match existing ground elevation of the adjacent natural ground. This includes hauling in suitable fill material when it is required.

**6. Site Cleanup.** The Contractor shall clean out all debris or other materials that are left exposed by the demolition of the buildings and on site improvements. All abandoned underground piping is to be removed out to the Highway Right-of-Way. Slabs of asphalt or concrete including basement floor, shall be broken to provide fragments that shall have no dimension in excess of one meter. The foundation and basement walls must be removed to a depth of one meter below the finished grade. This material may be used as fill material but must be broken into one meter or smaller fragments and placed in a manner that they are at least one meter below the finished grade and there are no voids and proper compaction is obtained. The remainder of the material shall be hauled to a North Idaho Central Health District approved landfill.

**7. Compaction.** Class A compaction is specified.

**8. Noise Abatement.** The Contractor shall comply with all State, County, or City ordinances and regulations relative to noise abatement. He shall contact the City or County relative to the hours he will be permitted to work in the respective areas and shall comply with the same.

**10. Protection of Adjacent Property.** The Contractor shall use extreme care and caution in the performance of demolition work on buildings that are adjacent to buildings, structures, or other properties not otherwise involved in the work to be done under this contract.

**11. Utilities.** It shall be the Contractor's responsibility to notify the proper authorities and the utility company or companies involved and to make all necessary arrangements to cut off utilities serving the area. All lines for water, gas, sewer, steam, telephone, electricity, cable TV etc., shall be cut off and removed out to the Highway Right-of-Way.

**12. Hauling Operation Subject to City, County and State Regulations and Permits.** The Contractor is advised that his hauling operations involving the crossing or traversing of City, County and State streets and roads are subject to regulations and conditions prescribed by said governmental units. It shall be incumbent upon the Contractor to ascertain from the City, County and State, acting jointly by and through City, County and State Engineers, what regulations and conditions are to be imposed upon the Contractor's hauling operations and to obtain necessary permits from said City, County and State officials prior to commencement of said hauling operations.

The Contractor shall conduct his operations in a manner that will insure the least possible obstruction to traffic at intersecting or connecting streets and to persons conducting commercial enterprises or residing along the route of work.

**13. Provision of Permits and Work Schedule.** The Idaho Transportation Department will obtain City of Sandpoint Demolition Permit. The Contractor shall be responsible for obtaining all other necessary permits and will furnish the Engineer with copies of all necessary permits and work schedule prior to commencement of the work on site. All traffic control required by permits for hauling will be considered incidental and all costs thereof shall be included in the unit price for this item.

**14. Final Cleanup.** The Contractor shall cleanup and remove or otherwise satisfactorily dispose of all trash, rubbish, or other debris left at the sites resulting from the Contractor's operations. These materials shall be disposed of at a Health and Welfare approved landfill.

The Contractor shall remove and dispose all temporary walkways, chutes, runways, protective scaffolds, canopies, barricades and shoring not required to be left in place for public safety. All areas of the project shall be left in a clean condition. Public sidewalks and streets must be clean and free of debris resulting from Contractor's operations.

Any damage to adjoining real property due to the Contractor's operation, or due to the failure to take necessary precautions, shall be repaired and paid for by the Contractor, to the satisfaction of the Engineer. There will be no separate or additional payment for such precautions and it is understood that the cost is included in the unit price amount bid for the execution of the work to be done under this contract.

Environmental and cultural resource protection shall be applicable in accordance with Subsections 107.17 and 107.18.

**Method of Measurement.** Structure Demolition and Cleanup will be measurement will be by the lump sum for the work described herein.

**Basis of Payment.** Payment for accepted work will be made as follows:

<b>Pay Item</b>	<b>Pay Unit</b>
S203-05A - Structure Demolition and Cleanup - Parcel 1	Lump Sum

**S904-05A    HAZARDOUS MATERIAL REMOVAL AND DISPOSAL    09/28/04 Modified**

**Description.** This item shall consist of providing all labor, materials and equipment necessary to remove and dispose of all hazardous material and asbestos encountered in the demolition of the buildings as specified.

An asbestos inspection of the affected property was completed and documented in a report titled "Asbestos Building Inspection for the Lakeside Inn Sandpoint, Idaho," dated August 25, 2004.

### **Sale of Buildings Containing Hazardous Materials**

If a structure is to be resold after its removal from the property, it shall be disclosed to the buyer that it contains asbestos materials and lead based paint materials. Copies of the pertinent pages of the asbestos survey report for the building being sold shall be provided to the buyer.

### **Lead Paint**

Prior to demolition of the structures, a waste stream sample should be taken for analysis by the Toxicity Characteristic Leaching Procedure (TCLP), in order to determine whether demolition debris should be treated as hazardous or non-hazardous waste.

### **Asbestos Abatement**

The asbestos abatement will require air monitoring and removal by a licensed contractor with trained workers according to the EPA Occupational Safety and Health Standards. Any work involving disturbance or possible disturbance of asbestos contained material requires notification to the Environmental Protection Agency at least 10 days prior to beginning such work.

### **Asbestos Verification**

The Contractor shall give the Engineer written verification of the disposal of the asbestos included in this contract. The verification shall include a detailed description of where the asbestos was removed from, what materials contained asbestos, the quantity and how and where the asbestos was disposed.

### **Results of Asbestos Testing**

Parcel 1 (106 Bridge Street, Sandpoint, ID 83864) On August 6, 2004 TerraGraphics Environmental Engineering, Inc. performed an asbestos inspection at the Lakeside Inn, located at 106 Bridge Street in Sandpoint, Idaho as specified in the Scope of Work addressed to Mike Fitzgerald, Idaho Transportation Department (ITD) and dated July 23, 2004, with addenda dated August 25, 2004. In the course of this inspection, vermiculite insulation was discovered in the Lakeside Inn office attic.

The vermiculite insulation is considered Thermal System Insulation defined as: ACM applied to pipes, fittings, boilers, breaching, tanks, ducts or other structural components to prevent heat loss or gain. As such, the insulation must be removed by a certified asbestos contractor for Class 1 asbestos removal observing all applicable control requirements and disposed of properly. The vermiculite insulation covered an area of approximately 1600 square feet, one to three inches thick in the office building.

A copy of the Asbestos Testing Report and the addenda can be reviewed at the Idaho Transportation Department, 600 W. Prairie Ave., Coeur d'Alene Idaho, contact Mike Fitzgerald, (208) 772-1269.

### **Construction Requirements.**

#### **Prior to commencing work:**

1. File the appropriate notification with the Environmental Protection Agency (EPA) office in Boise at least 10 days prior to beginning the removal operation. The information required for this notification is contained in the Asbestos Removal Notification Form, ITD Design Manual (Figure 334.04-02).
2. Submit the manufacturer's certification for conformance to ANSI Z9.2-1979 when any of the following equipment is used on the removal project.

- a. HEPA vacuum
  - b. Negative pressure ventilation units
  - c. Local exhaust ventilation equipment
3. Show that compliance with Occupational Safety and Health Administration (OSHA) protective clothing and personal protective equipment requirements [29 CFR 1910.1001, Paragraphs (g) and (h)] can be met throughout the project duration (e.g., adequate numbers and quantities of replacements to provide worker coverage for clothing, respirators, filters, etc.). Respirator selection will depend on initial and routine air samples to determine airborne asbestos levels. [Table 1, 29 CFR 1910.1001, Paragraph (g).]
  4. Show the capability to perform employee monitoring (personal air samples) as required by OSHA for initial, periodic and additional samples if required due to airborne concentration of asbestos fibers during the removal process [29 CFR 1910.1001, Paragraph (d)].
  5. Comply with OSHA requirements [29 CFR 1910.1001, Paragraphs (i), (k) and (l)] with respect to employee health and safety during the project, including record keeping.
  6. Train employees in asbestos work and health risk as required by 29 CFR 1910.1001 (J)(5).

**During Abatement Activities:**

1. Provide at least one NESHAP certified person on site during any asbestos removal or renovation project to monitor the stripping and removal of asbestos containing materials.
2. Institute engineering and work practice controls which would limit the exposure of workers to or below the exposure limits established in 29 CFR 1910.1001 (c), 1910.1001(f)(2)(i).
3. Provide clean hygiene facilities for workers who are exposed to asbestos in accordance with 29 CFR 1910.1001, Paragraph (i).
4. Perform required EPA and OSHA asbestos air sampling. The analytical laboratory will use National Institute of Occupational Safety and Health (NIOSH) analytical method P&CAM 293 or 7400 or EPA's Interim Transmission Electron Microscopy Analytical Method, whichever is appropriate.
5. Notify the Resident Engineer if sampling shows airborne concentrations above allowable limits.
6. Use a surfactant wetting agent when appropriate on the asbestos containing material to maintain a wet condition prior to and during removal operation until the material is containerized and sealed. Containers must be sealable, impermeable bags or impermeable containers [29 CFR 1910.1001(k)(6)].
7. Filter all asbestos containing water/surfactant liquid waste (sand filtration or other acceptable filtration method) before dumping into the sanitary sewer system. NOTE: The filter used for the water/surfactant waste must also be treated as asbestos waste.
8. Ensure all containerized waste is marked and identified as asbestos waste in the following manner:

**DANGER**  
**CONTAINS ASBESTOS FIBER**  
**AVOID CREATING DUST**  
**CANCER AND LUNG DISEASE HAZARD**

9. Be responsible for ensuring site security of the areas where asbestos abatement is being done. Warning signs will be posted at all approaches to the site and entrances to all regulated areas [29 CFR 1910.1001(e)].
10. Provide powered hand tools with local exhaust ventilation [29 CFR 1910.1001(f)(1)(v)].
11. Implement a compliance program when the permissible exposure limit (PEL) for asbestos is exceeded [29 CFR 1910.1001(f)(2)].
12. Institute a respirator program in accordance with 29 CFR 1910.1001(f)(3) where respirator protection is required.
13. Wet/clean or HEPA vacuum all surfaces which were exposed to the asbestos containing materials [29 CFR 1910.1001(k)] after all removal is accomplished.
14. Perform clearance testing for airborne asbestos by sampling the air inside and outside each homogenous abatement area. These samples will be analyzed using transmission electron microscopy (TEM). Clearance criteria will be met after five samples from inside and outside the abatement area have met the t-test criteria as specified by EPA.

**Disposal:**

1. Dispose of all containerized asbestos waste in accordance with 40 CFR, Part 61.156.
2. Provide a statement, signed by the Contractor, that all asbestos waste materials were packaged/contained, labeled properly for transport and disposed of in an approved landfill, in accordance with 40 CFR, Part 61 requirements. This statement will include the location of the landfill and the quantity of material disposed there.

**Final Report of Removal Activity:**

Prepare a report containing all the chronological information gathered throughout the removal operation, including but not limited to sample results, Contractor disposal statement, notification form (copy) and any other pertinent documentation relevant to this project. This report shall be submitted to the Engineer within 30 days after removal/cleanup project completion.

**Method of Measurement.** Measurement will be by the Contingency Amount completed for the work described herein for each parcel listed in S203-05A-C, Structure Demolition and Cleanup.

**Basis of Payment.** Payment for accepted work will be made as follows:

<b>Pay Item</b>	<b>Pay Unit</b>
S904-05A - Hazardous Material Removal and Disposal	Lump Sum

## **Bid Schedule**

**IDAHO FEDERAL AID PROJECT NO. DHP-NH-IR-CM-F-5116 (068)**

**US-95, SANDPOINT NORTH SOUTH (DEMOLITION) - Bonner County**

*THIS IS AN "ALL OR NONE BID"*

	<b>Work</b>	<b>Bid Amount</b>
S203-05A	STRUCTURE DEMOLITION AND CLEANUP – Parcel 1	
S904-05A	HAZARDOUS MATERIAL REMOVAL AND DISPOSAL	
	Total Amount Bid For Structure Demolition – Cleanup; and Hazmat Removal-Disposal	<b>\$</b>
<p style="text-align: center;">Bidder Acknowledgements:</p> <p>All work shall be completed within <u>40</u> Working Days of Award of this contract.</p> <p>The amount of Liquidated Damages for failure to complete the work on time on this project will be \$500 per day.</p> <p>The successful Contractor must be registered to receive payment(s) from the Idaho Transportation Department. A Form W-9, Request for Taxpayer Identification Number and Certification, completed and signed by the contractor, is required for this purpose. Work cannot commence until the contractor has registered with the Idaho Transportation Department, Division of Highways.</p> <p>Specification questions to: Jennie Knutson 208 772-1284</p> <p>Asbestos removal questions to: Mike Fitzgerald 208 772-1269</p>		<p><b>Printed Name</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>Signature</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><b>Telephone</b></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
<b>Company</b>		
<b>Mailing Address</b>		
<b>City</b>	<b>State</b>	<b>ZIP CODE</b>

## PROPOSAL

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department  
Division of Highways

In compliance with your invitation for bids to be received: **November 17, 2004 @ 2:00 P.M., MST**. The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby proposes to furnish all materials, equipment and labor for the **Structure Demolition, Clean-up and Hazardous Removal and Disposal**, as directed at the designated areas in **Bonner County**, as per the specifications contained in Requisition Number **A-299350**.

On the acceptance of this proposal for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 10 days after the contract is presented for signature.

The bidder further agrees that if awarded the contract, work will be completed within **forty (40) working days** after authority to proceed has been given. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications

Accompanying this proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signature on this proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.



**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2004

Name, Address and Phone Number of  
Corporation: \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the  
corporation that executed the instrument or the person who executed the instrument on behalf of said  
corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2004

Name, Address and Phone Number of Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

**THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER**

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one  
of the partners in the partnership of \_\_\_\_\_  
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing  
instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2004

Name, Address and Phone Number of Bidder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

(Name & Title, as "Owner")

\_\_\_\_\_

Address

\_\_\_\_\_

(Name & Title, as "Owner")

\_\_\_\_\_

Address

State of \_\_\_\_\_ County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be the  
person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.  
(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**SUBCONTRACT REQUIREMENTS****PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

\_\_\_\_\_, Residing at \_\_\_\_\_  
\_\_\_\_\_, Whose Idaho Public Works Contractor's  
License # is \_\_\_\_\_

- b. Subcontractor for the **Electrical** work shall be:

\_\_\_\_\_, Residing at \_\_\_\_\_  
\_\_\_\_\_, Whose Idaho Public Works Contractor's  
License # is \_\_\_\_\_

- c. Subcontractor for the **HVAC** work shall be:

\_\_\_\_\_, Residing at \_\_\_\_\_  
\_\_\_\_\_, Whose Idaho Public Works Contractor's  
License # is \_\_\_\_\_

**NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!**

## **SPECIAL PROVISIONS - STATE-AID**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:  
The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination:  
The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:  
In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**III. LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.